



State of Arizona

Department of Education

Request For Proposal

Cover Page

Arizona Department of Education
Procurement Section/3rd Floor
1535 W. Jefferson Street, Bin 37
Phoenix, AZ 85007
Phone: (602) 364-2517
Fax: (602) 542-3099

Solicitation Number:

RFP ED06-0033

Solicitation Due Date / Time:

January 4, 2006, at 3:00 P.M. Mountain Standard Time

Submittal Location:

Arizona Department of Education
Procurement Section/3rd Floor
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

Description of Procurement:

The Arizona Department of Education (ADE) wishes to contract with a qualified individual to serve as **Parent Information Network Specialist (PINS)**. This PINS will work with the other PINS and Exceptional Student Services Program Specialists as a collaborative team. These services are needed for **REGION 4 – Southeastern Arizona encompassing Graham, Greenlee and Cochise Counties**. In their respective regions PINS provide consultant services on parent-related issues in special education.

DO NOT HESITATE TO CONTACT US FOR ASSISTANCE

A Pre-Offer Conference will not be held in conjunction with this procurement.

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the materials or services specified will be received by the Arizona Department of Education's Contracts Management Unit at the above specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each Offeror will be publicly read.

Offers must be in the actual possession of the Arizona Department of Education's Contracts Management Unit on or prior to the time and date, and at the submittal location indicated above. ***Late offers will not be considered.***

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the Solicitation Contact Person or Procurement Officer.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Sheila R. Wallace

Sheila R. Wallace
Procurement Officer

(602) 542-6537
Telephone Number
E-Mail: swallac@ade.az.gov

12/08/05
Date

OFFER AND AWARD



ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED06-0033

OFFER

The Undersigned hereby offers and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications and amendments in the solicitation.

Company Name

Name of Person Authorized to Sign Offer

Street Address

Title of Authorized Person

City State Zip Code

Signature of Authorized Person Date of Offer

Telephone Number: _____

Facsimile Number: _____

Offeror's Arizona Transaction (Sales) Privilege Tax License Number: _____

Offeror's Federal Employer Identification Number: _____

Acknowledgement of Amendment(s):
(Offeror acknowledges receipt of amendment(s) to the Solicitation for Offers and related documents numbered and dated

Amendment No. Date

Amendment No. Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD

(For State of Arizona Use Only)

Your Offer, dated _____, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the solicitation and your Offer, as accepted by the State.

This Contract shall henceforth be referred to as Contract Number **ED06-0033-___**.

You are hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until you receive an executed purchase order, contract release document, or written notice to proceed, if applicable.

State of Arizona

Awarded this _____ day of _____ 2005

Douglas C. Peeples, MBA, CPPB, CPCM
Procurement Administrator

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Contract Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

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SECTION 1

SCOPE OF WORK

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The purpose of this solicitation is to contract with qualified individuals to serve as Parent Information Network Specialists to work with the other PINS and Exceptional Student Services Program Specialists as a collaborative team. In their respective regions, PINS primarily provide impartial consultation, training, group facilitation, dissemination of information, and networking/marketing to improve parental participation and decision-making for special education. The PINS will commit to work an average of 35-45 hours per week to fulfill the Scope of Work in this contract. The majority of contract hours worked will be spent on: 1) marketing and networking with school staff, parents, and community partners to promote services and resources available through the Parent Information Network and the Arizona Department of Education (ADE); 2) providing training, workshops, college lectures or facilitating meetings; 3) disseminating PIN Clearinghouse (PINC) resources in a variety of formats; 4) providing phone and on-site consultation; and 5) collaborating with PINS to streamline program processes based on data collection.

ELIGIBLE OFFERORS

PINS must have extensive experience in working with parents of children with disabilities and school staff in a neutral role surrounding special education issues. This includes possessing skills in mediation, mentoring, and group facilitation. PINS must have experience in providing presentations, consultation, networking with disability related agencies or organizations, designing/writing documents, and Microsoft Office 2000 PC experience. Preference will be given to offerors who are the parent of a child with a disability. Offerors must be able to commit to work an average of 35-45 hours per week primarily during business hours Monday through Friday, although some work may be necessary during evening hours or on Saturdays. PINS provide their own transportation and be willing to travel within their region to provide services to consumers and occasionally must attend contracted related events in Maricopa County. Offerors are expected to actively market their consultant services to consumers (parents, public education agencies, and family support service providers within their respective region).

DEFINITION OF TERMS

1. Definition of Terms used in this RFP.

- A. **“Activities”** are day-to-day and periodic things that are accomplished to meet the goal(s). They are usually single-faceted, simply stated and numerous.
- B. **“ADE”** means the Arizona Department of Education.
- C. **“Community Partners”** means individuals, organizations, or agencies that assist families of children with disabilities in accessing services or information.
- D. **“Consumers”** means parents, school staff, or other individuals requesting assistance from the Parent Information Network Specialists.
- E. **“Department”** means the Arizona Department of Education, including staff from Exceptional Student Services and Contracts Management Unit.
- F. **“EAPN”** means Enhancing Arizona’s Parent Networks, a networking group of agencies and organizations whose primary focus is to provide training and information to families of children with special needs.
- G. **“Facilitated Meetings”** means meetings for which the contractor is responsible for assisting participants in discussing or identifying barriers and devising recommendations for action plans to remove the barriers.
- H. **“PALS”** means Partners Are Liaisons to Schools. (Statewide Steering Committee and initiative for increasing parent involvement in special education)

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- I. **"PEA"** means Public Education Agencies, which includes all public educational entities serving children ranging in age from 3 years old up to 21 years old.
- J. **"PINC"** means the Parent Information Network Clearinghouse comprised of resources available in print, video, CD and electronic formats.
- K. **"PINS"** means Parent Information Network Specialists fulfilling the Scope of Work in this contract.
- L. **"Shall or Must"** indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.

SCOPE OF WORK

I. General Information.

- A. PINS will commit to work an average of 35-45 hours per week to fulfill the Scope of Work in this contract. PINS must be available primarily during business hours Monday through Friday, although some work may be necessary during evening hours or on Saturdays.
- B. The majority of contract hours worked will be spent on: 1) marketing and networking with school staff, parents, and community partners to promote services and resources available through the PIN and ADE; 2) providing training, workshops, college lectures, and facilitating meetings; 3) disseminating PINC resources; 4) providing phone and on-site consultation; and 5) collaborating with other PINS on contract to refine Parent Information Network resources and services available statewide.
- C. PINS services provided in this contract will be two-fold: 1) Regional basis - responding to requests for technical assistance to consumers residing within their respective region; and 2) Statewide basis - participating and implementing strategies from statewide planning with seven (7) other contracted consultants and ADE staff per assignments designated in minutes from monthly conference calls and the annual planning retreat.
- D. The PINS must furnish their own transportation and be willing to travel within their region to adequately market their services or provide on-site consultation, presentations, or resources. Travel will be reimbursed according to State of Arizona travel policies for non-State employees. Requests for non-routine travel or travel requiring reimbursement for lodging must be pre-approved by ADE. Original receipts for lodging and meals must be submitted with claims.
- E. The PINS will be responsible for maintaining supplies of PINC resources in various formats (print, electronic, and CDs) to be disseminated to consumers in a timely manner. PINS will offer to provide resources electronically or from the Parent Information Network web site before using print versions.
- F. The PINS will maintain a database of primary contacts they cultivate in their region, consisting of: 1) Public Education Agencies (PEAs); 2) Partners are Liaisons to Schools (PALS) members; and 3) consumers who indicate they want to be included on their list-serv for pertinent announcements or on the PIN Master Mail List for **Network News** newsletter and conference flyers.

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- G. PALS are parents nominated to represent PEAs, including school districts and charter schools in their region or are community partners nominated by their PINS. They serve on the statewide steering committee as volunteers for Partners Are Liaisons to Schools (PALS). The PINS are responsible for guiding PALS in their region with devising plans with local educators or other community partners for improving parent involvement in their PEAs and surveying parents of special education students regarding their satisfaction with services received.
- H. For the purpose of addressing geographical, as well as, cultural needs, the State of Arizona has been divided into regions: Region 2 – Northwestern Arizona encompassing Mohave, Coconino and Yavapai Counties; Region 4 – Southeastern Arizona encompassing Graham, Greenlee and Cochise Counties; Region 5 – Southwestern Arizona encompassing Pima and Santa Cruz Counties; and Region 8 – Southwestern Arizona encompassing Yuma and La Paz Counties. This RFP is looking for one PIN Specialists for **REGION 4 – Southeastern Arizona encompassing Graham, Greenlee and Cochise Counties**
- H. The PINS will maintain records and a database for reporting contract hours according to priorities articulated in the Scope of Work. They will also obtain directory information of consumers they've assisted for use in disseminating consumer satisfaction surveys.

II. Contractor Responsibilities.

A. MARKETING:

The PINS will aggressively market their services as a PIN Specialist for their region through networking with parent groups, professionals and support organizations that routinely interface with families who have children with disabilities; encouraging them to refer parents to them for technical assistance and offer PINC resources to establish information corners in their facilities. The PINS shall become familiar with the resources ADE has available for parents of children with disabilities and refer them appropriately, including options for dispute resolution. At a minimum, the following venues for audiences targeted in the annual PIN-marketing plan must be utilized by the Contractor:

- (1) Use of list-servs compiled from existing databases and new contacts developed by Contractor-generated contacts and compiling contact lists from training participants, phone calls, and e-mails;
- (2) Use of contacts resulting from researching parent and disability-related web sites and newsletters;
- (3) Proactive networking at meetings, conferences, and from hosting display booths with parents or community partners that interface with families of children with disabilities; and
- (4) Collaboration with ADE Program Specialists to promote the PINS availability to public education agencies and parents. The PINS will notify ADE Program Specialists when they will be providing a training or on-site visit to a PEA in their assigned region. This may include co-training, intervening through conference calls with parents to mediate volatile situations with school staff, or supplying PINC resources to meet identified needs.

The PINS will recruit potential community partners who promote parent information and training and parents to represent school districts, charters or individual schools on the Partners Are Liaisons to Schools (PALS) statewide steering committee. Once nominated, the PINS will provide an orientation to the new community partner or PALS member and special education administrator to further obtain their commitment to increase availability of information and training for local parents. Impact for increasing availability will be measured annually through data collection.

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B. TRAINING and WORKSHOPS:

The PINS shall provide training, presentations, college lectures, and shall facilitate meetings for parents, PEAs and community partners to improve parent participation and decision-making in special education. The PINS shall market the availability of pre-approved workshops and trainings, tailoring presentations to the audience as needed. If the PINS receive requests for additional workshops not included on the pre-approved list, they will contact ADE to discuss the request before committing to present. Some presentations will need to be scheduled during evening hours or on Saturdays for maximum attendance

The PINS for each designated region **shall provide a minimum of the following within a 12 month period** (to be prorated for contracts covering less than 12 months): 30 trainings, presentations or facilitated meetings (excluding brief overviews of resources available through the Parent Information Network). Recruiting training hosts and participants, developing and disseminating announcement flyers, summarizing evaluations, and disseminating workshop return-mailer surveys are required. The PINS will maintain an accumulative master log of all training provided for one contract period. The ADE Registration Form of training participants is to be submitted following each training and the PIN Contact Database will be updated according to those wishing to be added to the mail list.

With approval of ADE, the PINS may develop new workshops or presentations in response to requests that fall within the Scope of Work in this contract; otherwise, the PINS will refer consumers to other sources within ADE or their network for assistance. The following are the preferred venues for providing training services or facilitated meetings:

- (1) Parent workshops or staff in-services, including video-led workshops;
- (2) Lectures or presentations to university or college classes;
- (3) Use of IITV, TV or radio broadcasts, public forums, or conference presentations;
- (4) Workshops for community partners who serve families of children with special needs (i.e. foster care, behavioral health entities, support coordinators or case managers); or
- (5) Facilitating public forums or specially organized meetings for parent-related issues surrounding special education or disability-related issues.

C. PARENT INFORMATION NETWORK CLEARINGHOUSE

ADE will supply the PINS with a Master CD for use on their PC database as well as one Master original of printed copies for each of the documents in the Parent Information Network Clearinghouse (PINC). The 200+ resources are listed on order forms that must be disseminated by the PINS to generate orders for them to fill. Documents may be e-mailed electronically or CDs may be used to reduce postage costs for the PINS. Bulk orders may be hand-delivered by the PINS or mailed from ADE with prior approval. Dissemination and marketing availability of the PINC resources is an on-going priority for contractors as well as disseminating return-mailer surveys to measure the efficacy of information provided.

Annually review the PINC resources (approximately 200 documents) to ascertain those to be retained and those that need to be replaced. Pursue and catalog new resources for the PINC resources needed through researching at libraries, on-line in periodicals, or through videos and other clearinghouses. Assist other PINS contractors with updates needed and conversion to CDs upon completion.

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Annually update listings of national, statewide and regional resource directories, brochures to expand the referral network for parents statewide. Help maintain the current Parent Information Network web site and annually determine which documents should be deleted or replaced.

Assist PALS members and Community Partners with development of a dissemination plan to copy and share PINC resources with parents and staff at their local PEA or in the community (i.e. through public libraries). Assist with updating and replenishing PINC resources maintained and disseminate PINC surveys to measure the impact of information provided to the user. The PINS may disseminate bulk shrink-wrapped sets of all printed originals or CDs containing all of the PINC documents for them to establish a resource center. The PINS may also fill individual orders by mail or electronically.

Upon request of ADE and in response to trends in parental requests for information, draft or format articles, flyers, or publications as deemed necessary for newsletters, journals or the PINC. PINS are expected to contribute articles for the quarterly *Network News*. Formatting of the newsletter will be rotated annually among the PINS.

Follow ADE's Publication Policy in the preparation and reproduction of all printed materials, including: a) use of prescribed disclaimers; b) obtaining/inserting permission to reprint for documents from outside authors; and c) submitting documents through ADE's prescribed review process for approval prior to reproduction and mass dissemination.

The PINS may access supplies of printed documents and CDs processed by ADE for mass dissemination or may reproduce their own copies from PINS originals supplied to them.

D. CONSULTATION/TECHNICAL ASSISTANCE:

The PINS shall provide either on-site or phone consultation for parents, educators, and community partners (outside service providers or parent related support groups or organizations) in their designated region, including:

- (1) Providing on-going consultation/ to PALS members and their special education administrators or Community Partners within their designated region. Providing a minimum of one (1) on-site technical assistance visit per region of PALS members or Community Partners to increase parent participation in special education and dissemination of pertinent information. Assist with measuring impact of assistance provided in relation to increase in parent participation.
- (2) Offering training or facilitating local or regional parent forums with PALS members and other parents or community partners to increase their awareness level of: 1) disabilities; 2) the special education process; and 3) pertinent resources available for proactive participation in special education planning/decision-making, including student self-determination.
- (3) Encouraging PALS members and other concerned parents to follow the appropriate local chain of command to resolve conflicts before resorting to state level dispute resolution options. The PINS are also to provide these parents with their parental rights, proactive advocacy strategies, and referrals to appropriate ADE staff or parent support organizations.

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- (4) Providing telephone, on-site, and e-mail consultation to parents and professionals on issues regarding parent/professional collaboration, chain of command for dispute resolution, parental involvement in special education. Most calls are received during normal business hours between 8:00 am – 5:00 p.m. PINS are expected to be available primarily during business hours Monday through Friday to respond to phone calls. Some calls may be received during evenings or weekends. If missed, most calls should be returned within 24 hours. The PINS shall have a voice messaging system that indicates the phone number called is for the Parent Information Network and must inform callers of the date and approximate time they will be in their home office to return phone calls. The PINS shall also keep a log of phone calls and send return-mailer surveys after providing substantial consultation or technical assistance to consumers either in person, by phone, or e-mail, to measure impact of assistance provided.
- (5) Providing consultation to ADE Staff regarding the level of parent involvement in special education for public education agencies scheduled to be monitored. The Specialist's training services may be utilized as part of the Corrective Action Plan when monitoring results site non-compliance findings pertaining to parent participation. The PINS will participate on at least one (1) ADE related statewide task force or initiative per year to represent the "parent perspective" for parents of children with disabilities (i.e. TBI, Transition, Positive Behavioral Supports etc.). Review and provide input on whether ADE generated publications or guidelines are considered to be "parent-friendly" and easy to understand by the general public. PINS will disseminate return-mailer surveys to ADE Staff for whom they have provided substantial assistance to measure the impact of assistance provided.

E. COLLABORATION WITH OTHER CONTRACTORS:

- (1) Participate in the planning and facilitation of one (1) annual statewide conference for parents of children with disabilities and community partners; including marketing; recruiting presenters, exhibitors, and participants; and/or hosting the Parent Information Network display booth. The PINS will inform parents of scholarships available on a selective basis through the Governor's Council on Developmental Disabilities.
- (2) The PINS will actively participate in an annual planning retreat to review and prioritize goals, activities, marketing plans, and PINS resources and Home Page revisions to be completed for the next school year. Each of the eight (8) PINS will assume a portion of the summer workload to fulfill the action plans designed, may include collaborating with other PINS in order to complete the tasks. PINS are expected to respond to requests for input on recommendations to refine resources and design new training modules for statewide use. Established deadlines for completion of tasks are expected to be met by all PINS.
- (3) The PINS will actively participate in monthly conference calls with other PINS and ADE staff to report their progress on prioritized assignments, including review of expected Annual Performance Report measures vs. feedback received. Adjustments in plans will be made using consensus among the PINS and ADE staff. Each of the PINS is expected to contribute agenda items for monthly conference calls and is expected to rotate responsibility for taking minutes of the calls. The minutes are considered written directives for the PINS on specific assignments for the subsequent month(s).

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- (4) The PINS will participate in occasional state level planning with representatives from participating members of Enhancing Arizona's Parent Networks (EAPN) initiative to improve parental accessibility to information and training regarding special education related issues statewide. The PINS will collaborate with regional representatives from EAPN to keep parents and community partners aware of new pertinent information and training opportunities available via list-servs and postings on the EAPN Training and Events Calendar. PINS are expected to post any training they have scheduled (that are open to the public) on the EAPN web site and are expected to download listings of trainings scheduled and disseminate to parents or refer them to the Training and Events Calendar on the EAPN web site.
- (5) The PINS will collaborate with other PINS to plan and facilitate regional or statewide PALS meetings, including planning agenda, presenting updates during the meeting, transcribing minutes of meetings and contributing resources to be shared with participants as well as try to get the PALS in their region to attend (or follow up with them afterwards for those unable to attend);

F. ADHERANCE TO ADE STANDARD POLICIES AND PROCEDURES:

The PINS shall adhere to the prescribed written Standard Operating Procedures in the Parent Information Network Specialists' Procedural Manual, which govern performance expectations and conduct while performing services under this contract on behalf of ADE, including:

- (1) Following the chain of command and remaining a neutral party when providing technical assistance to PALS members, parents-at-large, school districts and charter schools, professional associations, parent organizations, educators, and community partners;
- (2) Following the designated PIN protocol when collaborating with other contractors, including following through on completion of shared assignments for statewide responsibilities (vs. regional responsibilities); reviewing and editing of documents generated by other contractors prior to final draft; responding to complaints received from targeted audiences; responding to requests for resources; or reviewing drafts of parent-specific materials generated by the ADE or school districts and provide feedback to ADE on statewide planning involving parent-related issues;
- (3) Using the ADE's standardized forms or formats (which are subject to revision as needed) for weekly itineraries, invoices and highlights of accomplishments, Publication Policy for generating or dissemination of documents, training evaluations training logs, Training Participants Registration, Non-employee Travel Claims, and PINS return-mailer surveys, and
- (4) Prioritizing work hours to meet timelines established with other PINS and the ADE and responding to requests from consumers and ADE within two business days.

G. The contractor shall commit to working 35-45 hours per week which must be specified on the Pricing Schedule in this contract and PINS **will not be compensated for exceeding the amount of hours specified in their contract unless ADE approves additional hours for extenuating circumstances. Contractors need to continually prioritize their time and request guidance from ADE to reprioritize their time to complete anticipated activities according to their weekly itineraries. A daily record must be maintained and submitted with billing, designating amount of time spent on specific tasks in this Contract's Scope of Work. (see Exhibit 7.4)**

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III. Additional Equipment to be provided by the Contractor.

- A. The PINS shall provide their own computer equipment with at least Microsoft Office 2000 and a Windows 2000 based Operating System. At a minimum, their computer shall have: capability to use 6.0 Acrobat Reader and to unzip WORD documents; Internet accessibility and; e-mail capability in order to maintain electronic communications with other PINS, ADE, and any other persons specified in this Solicitation. The Contractor's e-mail address will be listed on PIN marketing products and web site.
- B. The PINS shall have the capability to both send and receive transmissions through a dedicated facsimile line that will be listed on Parent Information Network marketing products and on the web site.
- C. The PINS shall have a dedicated landline telephone with capacity to record an outgoing message when unable to answer the telephone directly. Their telephone number will be listed on Parent Information Network marketing products and on the PIN web site. A pager or cellular phone is required for reaching the Contractor during normal business hours for urgent matters, but will not be listed on marketing products. The Contractor shall bear the cost of telephonic communication except where specified otherwise.

IV. Arizona Department of Education Responsibilities.

- A. ADE shall conduct a Post Award Orientation with the PINS that shall include information on the following, which will be provided in the PINS Procedural Manual for reference:
 - (1) The PINS may use the ADE print shop and mailroom for select mailing or print jobs, primarily for copies of PINS resources for mass dissemination. Bulk mailings needed for this contract may be processed from one of the three ADE offices upon approval of ADE staff. Other costs for mailing will be paid for by the PINS. PINS will be encouraged to send documents via e-mail or refer the consumer to the PIN web site when possible;
 - (2) The option to use the Arizona Department of Administration (ADOA) Hot Line for contacting PINS, ADE staff, PALS members, and PEAs involved in contract related activities;
 - (3) Travel Policy: The ADE will review the State of Arizona Travel Policy with the PINS regarding reimbursement for travel of Non-State Employees and internal travel guidelines for this contract. Itineraries submitted the week prior must indicate anticipated travel location and the amount of travel time anticipated. The ADE will notify the contractor if travel is not allowed for reimbursement BEFORE the travel takes place. PINS must use the Non-State Employee Travel Claim Form to obtain reimbursement for mileage, lodging and per diem expenses incurred, including original receipts for meals and lodging (which must be pre-approved if not in conjunction with a ADE sponsored conference);
 - (4) Explanation of expectations for trainings, presentations and facilitated meetings. Originals of training modules, facilitated guides for video-led workshops, and PowerPoint presentations will be supplied to the PINS;
 - (5) Expectations for facilitating PALS members and Community Partners;
 - (6) Standard Operating Procedures for the Parent Information Network, including required timelines and content for reports and data collection for performance measures (surveys of consumers);

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- (7) Scheduled Events, including monthly conference calls for which the PINS are expected to participate;
- (8) The PINS will be required to attend certain training directly related to their Scope of Work. In such cases, ADE will absorb the costs for conference registration and travel. Time spent during the training or conferences the PINS are required to attend may be billed as hours worked in such instances only; and
- (9) ADE Publications Policy and the PINC procedures for revisions and disclaimers for PIN-generated documents.

SECTION 2 SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
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**THE REQUIRED INFORMATION FOR SUBMITTING A PROPOSAL ARE:
ATTACHMENTS 6.1, 6.2, 6.3, AND 6.4
(SEE SECTION 4, page 20, SPECIAL INSTRUCTIONS TO OFFEROR)**

1. **Definition of Terms Used in these Special Terms and Conditions.** As used in these Special Terms and Conditions, the following terms, in addition to those terms defined in Section 3, Paragraph 1, have the following meaning:
 - A. “ADE” means the Arizona Department of Education.
 - B. “Department” means the Arizona Department of Education.
 - C. “Services” means services performed, workmanship and material furnished or used in the performance of services.
2. **Changes.**
 - A. The Procurement Officer may at any time, by written order, and without notice to the sureties, if any, make mutually acceptable changes within the general scope of this Contract in any one or more of the following:
 - (1) Description of services to be performed;
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.); and
 - (3) Place of performance of the services.
 - B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the Procurement Officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the contract.
 - C. The Contractor must assert its right to an adjustment under this provision within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a proposal submitted before final payment of the Contract.
 - D. If the Contractor’s proposal includes the cost of property made obsolete or excess by the change, the Procurement Officer shall have the right to prescribe the manner of the disposition of the property.
 - E. Failure to agree to any adjustment shall be a dispute under the Contract Claims provision of this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as changed.
3. **Indemnification.**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as “Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers,

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directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

4. Insurance.

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: *“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.*

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Worker's Compensation and Employers' Liability

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Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

- B. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions:
1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the person named in paragraph 17.C of this section and shall be sent by certified mail, return receipt requested.
- D. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **Verification of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to

<p>SECTION 2 SPECIAL TERMS AND CONDITIONS</p>
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maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

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All certificates required by this Contract shall be sent directly to the person named in paragraph 17.C of this section. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **SUB Contractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

5. **Contract Term.** The term of this Contract shall commence on the date the Procurement Officer signs the Offer and Acceptance Form, signifying ADE's acceptance of the Offeror's proposal and will remain in effect through **December 31, 2006**, unless terminated, canceled, or extended as otherwise provided herein.

6. **Option to Extend the Term of the Contract.**

A. ADE may, at its sole option, extend the term of this Contract by written notice to the Contractor within sixty (60) calendar days of the Contract expiration date.

B. If ADE exercises this option, the extended Contract shall be considered to include this option provision as well as all other terms and conditions of the original contract, as modified.

C. The total duration of this Contract, including the exercise of any options under this provision, shall not exceed five (5) years.

7. **Pricing.** All pricing shall be firm, fixed and be inclusive of all labor, equipment, materials, products, freight (FOB Destination), consumable supplies, insurance, and all other costs incidental to the services provided.

8. **Employment of State Personnel.** The Contractor shall not employ any person or persons in the employ of the State of Arizona for any work required by the terms of this Contract, without prior written approval of the Procurement Officer.

9. **Warranty of Services.**

A. The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. ADE's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

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B. In addition to its other remedies, ADE may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

10. **Inclusive Offeror.** Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for percentage of the services. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
11. **Cooperation with Other Contractors and Subcontractors.** The Contractor shall fully cooperate with other ADE contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other ADE contractors. The Contractor shall not intentionally commit or permit any act which will interfere with the performance of work by any other ADE contractors.
12. **Report Standards.** Reports or written materials prepared by the Contractor in response to the requirements of this Contract shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Procurement Officer, and shall be submitted in draft form for advance review and comment by the Procurement Officer, if necessary or specified. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.
13. **Offshore Performance of Work Prohibited**
Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.
14. **Payments.**
 - A. The Contractor shall submit invoices in one (1) original and one (1) copy. Invoices shall include:
 - (1) Name and address of the Contractor.
 - (2) Invoice date.
 - (3) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
 - (4) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

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- (5) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms).
 - (6) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the Contract or in a proper notice of assignment).
 - (7) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
 - (8) Any other information or documentation required by the Contract (such as evidence of shipment).
- B. Submittal of an invoice constitutes Contractor's certification that services have been delivered as specified on the invoice in accordance with the Contract.
- C. Submit invoices to the following address:

Becky Raabe, PINS Coordinator
Exceptional Student Services
Arizona Department of Education
2384 N Steves Boulevard
Flagstaff, Arizona 86004
Phone: 928-679-8106
Fax: 928-679-8124
E-Mail: becky.raabe@azed.gov

15. Address to which Contractor payment(s) should be mailed, if different than that listed on the Offer and Award Form.

(Name and Title)

(Street Address)

(City & State) (Zip Code)

(E-Mail Address)

16. Contract Administration

- A. Contractor representative to contact for contract administration purposes:

(Name and Title)

(Street Address)

(City & State) (Zip Code)

(E-Mail Address)

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- B. The ADE representative to contact for technical or programmatic matters concerning contract performance (NOTE: this person is not authorized to direct contractor performance or make changes in contract requirements.)

Becky Raabe
PINS Coordinator
Exceptional Student Services
Arizona Department of Education
2384 N Steves Boulevard
Flagstaff, Arizona 86004
Phone: 928-679-8106
Fax: 928-679-8124
E-Mail: becky.raabe@azed.gov

- C. All contract administration matters will be managed by the Procurement Officer named below. All correspondence concerning this contract shall be directed to this individual.

Sheila Wallace, Procurement Officer
Contracts Management Unit, Bin #37
Arizona Department of Education
1535 W Jefferson Street
Phoenix, Arizona 85007
Phone: (602) 542-6537
Fax: (602) 542-3099
E-mail: swallac@ade.az.gov

SECTION 3

UNIFORM INSTRUCTIONS AND UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
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Version 7

1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
 - A. “Attachment” means any item the Solicitation requires the Offeror to submit as part of the Offer.
 - B. “Contract” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Final Proposal Revisions; and any Solicitation Amendments or Contract Amendments.
 - C. “Contract Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - D. “Contractor” means any person who has a Contract with the State.
 - E. “Days” means calendar days unless otherwise specified
 - F. “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - G. “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - H. “Materials” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - I. “Procurement Officer” means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
 - J. “Services” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
 - K. “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - L. “State” means the State of Arizona and Department or Agency of the State that executes the Contract.
 - M. “State Fiscal Year” means the period beginning with July 1 and ending June 30.
2. The State of Arizona's Uniform Terms and Conditions, and Uniform Instructions to Offerors are hereby incorporated by reference. These documents may be accessed through the Enterprise Procurement Services by accessing the Internet at (<http://www.azeps.az.gov/>) or (<http://www.ade.az.gov/procurement/Opps>) by manually calling either, the Enterprise Procurement Services at (602) 542-5511 or the Arizona Department of Education at (602) 364-2517. ***It is the Offeror's responsibility to obtain the current revision of these documents.***

SECTION 4 SPECIAL INSTRUCTIONS TO OFFERORS

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1. **Definition of Terms Used in these Special Instructions.** As used in these instructions, the following terms, in addition to those terms defined in Section 2, Paragraph 1, have the following meaning:
 - A. “ADE” means the Arizona Department of Education.
 - B. “Department” means the Arizona Department of Education.
2. **Required Information.** The following shall be submitted concurrent with and as part of the Offer: One clearly marked original and three (3) copies of the offer are required.
 - A. Offer and Contract Award Form;
 - B. Contract Administration: Complete Section 2 Paragraphs 15 and 16;
 - C. Attachment 6.1, Prices;
 - D. Attachment 6.2, Offeror’s Questionnaire;
 - E. Attachment 6.3, Sole Proprietor Certificate (if necessary);
 - F. Attachment 6.4, Business Ownership Classification
 - G. Solicitation Amendments (if any).
3. **Authorized Signature.**
 - A. For any document that requires the Offeror’s signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign contractual agreements. Additionally, if requested by ADE, disclosure of ownership information shall be submitted.
 - (1) Privately Owned: The Owner must sign the contract.
 - (2) Partnership: A Partner must sign the contract.
 - (3) Corporation: A Corporate Officer must sign the contract.
 - B. If a person other than these specified individuals signs the contract, a Power of Attorney indicating the employee’s authority must accompany the contract. All addenda to the contract shall be signed by the authorized individual who signed the contract except that they may be signed by a duly authorized designee.
4. **Proposal Opening:** As this is a Request For Proposals, Offers shall be opened publicly at the time and place designated on the cover page of this document. The name of each offeror shall be read publicly and recorded. Prices will not be read. Proposals will not be subject to public inspection until after Contract award.
5. **Award of Contract.** Award of a contract will be made to the most responsible Offeror(s) whose offer(s) is determined to be the most advantageous to the State based on the evaluation criteria set forth in the Solicitation.

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6. Inclusive Offeror:

Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for percentage of the work. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

7. Evaluation and Selection. Evaluation of offers may be accomplished in four steps.

- A. Step One. Initial review of offer to determine basic responsiveness to the Solicitation, where offers will be reviewed to insure they include all required information.
- B. Step Two. Evaluation of offer to assess the Offeror's capability to deliver the required services in accordance with the terms and conditions set forth in the Solicitation and requirements of the Scope of Work.
- C. Step Three. (Optional) Discussions with Offerors concerning their offers. This step includes requests for Final Proposal Revisions from Offerors still considered susceptible of winning contract award(s).
- D. Step Four. Contract award(s) made to the responsible Offeror(s) whose offer(s) is determined to be the most advantageous to the State, based on the following criteria (in bold print below), which are listed in descending order of importance.
 - (1) **Offeror's Experience, Expertise and Reliability; as it relates to this solicitation;** ADE will evaluate the offeror's experience, expertise and reliability based on the offeror's resume and references as matched to the needs of this solicitation.
 - (2) **Method of Approach and Implementation Plan;** Overview that indicates an understanding of the requirements of the Statement of Work. ADE will evaluate the offeror's response to determine how well it satisfies ADE's needs as stated in the statement of work.
 - (3) **Price;** The offeror's price will be compared to the lowest offer and the offeror will receive a pro-rated score based on this comparison.

8. Discussions. In accordance with A.R.S. § 41-2534, after the initial receipt of offers, ADE reserves the option to conduct discussions with those Offerors who submit offers determined by the State to be reasonably susceptible of being selected for award.

9. Final Proposal Revisions.

- A. In the event the Procurement Officer determines discussions are required, discussions on the areas, items, and factors specified in this Solicitation will be held with all Offerors determined to be in the competitive range.
- B. The Offeror is permitted to make revisions during negotiations. Offerors should be aware that a complete understanding as to pricing, technical, and all other terms and conditions of the proposed contract must exist between the Offeror and ADE at the conclusion of negotiations.

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- C. Discussions will be concluded when a mutual understanding has been reached with each Offeror remaining in the competitive range. This mutual understanding will become the basis for the Offeror's Final Proposal Revision.
- D. The Final Proposal Revision must be returned, signed and dated by the Offeror within the time and date specified to be eligible for award.

- 10. Certificate of Insurance Form.** ADE recommends that the Offeror consider using the sample Certificate of Insurance included in this Solicitation as **Exhibit 7.1**. If the Offeror wishes, it may submit a substantially similar Certificate of Insurance. If the Offeror so elects, the proposed Certificate of Insurance shall be submitted to ADE for review and approval.

ATTACHMENT 6.1
PRICES/DELIVERY SCHEDULE
SOLICITATION No. ED06-0033

Following, are all-inclusive, firm fixed-prices for Contractor provided services in accordance with the Scope of work.

Costs shall not include contract-related travel expenses, as they will be reimbursed separately, in accordance with the State Travel Policy.

Price per month:

\$_____ **REGION 4 – Southeastern Arizona encompassing Graham, Greenlee and Cochise Counties**

Subtotal \$_____

_____ %* Arizona Sales Tax, State and City* \$_____

Total Offer \$_____

If payment is made within _____ calendar days after acceptance of goods and/or services, the above quoted price, excluding sales tax, shall be discounted by _____. (Refer to Uniform Instructions To Offerors for discount requirements.)

Notice: If the transaction privilege (sales) taxes are not described and itemized on the offer, the State will assume that the price(s) offered includes all applicable taxes.

ATTACHMENT 6.2
OFFEROR'S QUESTIONNAIRE
SOLICITATION No. ED06-0033

1. As an attachment, please provide a current resume that shows your qualifications to provide the services required by this solicitation.
2. Please provide at least three (3) references who can attest to your ability to provide the services required by this solicitation or similar services.
2. Please provide a written narrative to describe the method of approach and implementation you propose to perform the work required by this solicitation. (See Section 1, Scope of Work, page 4)

ATTACHMENT 6.3



ARIZONA DEPARTMENT OF ADMINISTRATION RISK MANAGEMENT SECTION

1818 WEST ADAMS
PHOENIX, ARIZONA 85007
FAX 542-1982

SOLE PROPRIETOR WAIVER

NOTE: THIS FORM APPLIES ONLY TO STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. §23-901 (et. seq.), and specifically, A.R.S. §23-961(L), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as _____ (name of Sole Proprietors Business). I am performing work as an independent contractor for the State of Arizona, _____, for Workers' Compensation purposes, and therefore, I am not entitled to Workers' Compensation benefits from the State of Arizona, _____.

I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them.

Name of Sole Proprietor: _____
Social Security Number: _____ Telephone #: _____
Street Address/P.O. Box: _____
City: _____ State: _____ Zip Code: _____
Signature of
Sole Proprietor: _____ Date: _____

Agency: Arizona Department of Education Agency #: 455
Signature of Agency
Contract Administrator: _____ Date: _____

Both signatures must be signed and the completed form submitted to the State of Arizona, Department of Administration, Risk Management Section, Insurance Unit, 1818 W. Adams, Phoenix, Az 85007. An authorized Risk Management Representative will sign and return to the agency to be maintained in their records.

Signature of Risk Management Authorized Signer

Date

ATTACHMENT 6.4 BUSINESS OWNERSHIP CLASSIFICATIONS

NOTE: THE FOLLOWING REQUESTED INFORMATION IS FOR DATA COLLECTION PURPOSES ONLY

Name of Organization:			
Contact Person:			
Contact Phone:		Fax:	
Email:			
Address: Street/PO Box:			
City, State, Zip:			

Primary Business Type (Select One Only):

- | | | |
|--|--|--|
| <input type="checkbox"/> A Authorized Distributor | <input type="checkbox"/> E Factory Representative | <input type="checkbox"/> I Service Firm |
| <input type="checkbox"/> B Broker | <input type="checkbox"/> F Jobber/Wholesaler | <input type="checkbox"/> J Surplus Dealer |
| <input type="checkbox"/> C Construction Firm | <input type="checkbox"/> G Manufacturer | <input type="checkbox"/> K Health Care Provider |
| <input type="checkbox"/> D Consulting Firm | <input type="checkbox"/> H Retailer | <input type="checkbox"/> L Other _____ |

Business Ownership Type (Select Only Those that Apply to Majority Owner(s)).

Business Size:

- ☐ **1** Non-Small
☐ **2** Small Business (Per ARS §41-1001.14)

If "Minority Owned," please identify:

- ☐ **6** African-American
☐ **7** Asian-American

Business Owner Type (Check all that apply):

- ☐ **3** Woman Owned Business
☐ **4** Owned By Disabled Individual (Per ARS §41-1492)
☐ **5** Minority Owned Business (Per 15 CFR §1400.1(a))

- ☐ **8** Hispanic-American
☐ **9** Native American

APPLICANT CERTIFICATION:

I CERTIFY THAT:

- I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information requested herein;**
- To the best of my knowledge the elements of information provided herein are accurate and true as of the date; and**
- My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in accordance with ARS §Title 41 Chapter 9, Article 4 and Executive Order No. 99-4 dated February 8, 1999.**

Printed or Typed Name:

Title:

Signature

Date

Exhibit 7.1

	<h2 style="margin: 0;">CERTIFICATE OF INSURANCE</h2> <p style="margin: 5px 0;">CONTRACT NO. ED06-0033</p> <p style="margin: 5px 0;">VENDOR:</p>	<p style="margin: 0;">ARIZONA DEPARTMENT OF EDUCATION</p> <p style="margin: 0;">PROCUREMENT SECTION</p> <p style="margin: 0;">1535 WEST JEFFERSON, Bin 37</p> <p style="margin: 0;">PHOENIX, ARIZONA 85007</p> <p style="margin: 0;">(602) 364-2517</p>		
<p>Prior to commencing services under this Contract, the Contractor must furnish the State, certification from insurer(s) for coverages in the minimum amounts as stated below. The coverages shall be maintained in full force and effect during the term of this Contract and shall not serve to limit any liabilities or any other Contractor obligations.</p>				
Name and Address of Insurance Agency::	Company Letter	Companies Affording Coverage:		
	A			
	B			
Name and Address of Insured:	C			
	D			
LIMITS OF LIABILITY MINIMUM – EACH OCCURRENCE	COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
Bodily Injury Per Person Each Occurrence Property Damage OR Bodily Injury and Property Damage Combined		Comprehensive General Liability Form Premises Operations Contractual Independent Contractors Products/Completed Operations Hazard Personal Injury Broad Form Property Damage Explosion & Collapse (If Applicable) Underground Hazard (If Applicable)		
Same as Above		Comprehensive Auto Liability Including Non-Owned (If Applicable)		
Necessary if underlying is not above minimum		Umbrella Liability		
Statutory Limits		Workmen's Compensation and Employer's Liability		
		Other		
<small>State of Arizona and the Department named above are added as additional insureds as required by statute, contract, purchase order, or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.</small>		<small>It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. This Certificate is not valid unless countersigned by an authorized representative of the insurance company.</small>		
Name and Address of Certificate Holder:		Date Issued: _____ _____ <div style="text-align: right;">Authorized Representative</div>		

EXHIBIT 7.2

FY 2005 Requirements for PINS Invoices

Invoices may be submitted once every two weeks, twice per month (on the 15th and last day of the month), or once per month.

1. Section I. Invoice Cover Sheet page 1 (see template)

Invoice cover sheets must include: Invoice #, Contract #, Date, Invoice Period (from beginning date to end date), Invoice Amount, Total Hours Worked, and ESS Index Code (45678), Bill to: (ADE/ESS contact info.), Remit Payment to: (Contractor's contact info.), provision for Approval signatures by ESS PINS Project Manager, ESS Deputy Associate Superintendent, and ESS Budget Manager)

2. Section 2. PINS Daily Activity Report (see template)

NOTE: Usage of the PINS Daily Activity Report may be refined and clarified as needed to ensure consistency of reporting among contractors.

- a. PINS will need to maintain a system for use on a daily basis to summarize the total hours worked per day according to the 5 types of contract services to be provided included in the contract Scope of Work (Marketing, Training or Workshops, Parent Information Network Clearinghouse, Consultation, Collaboration) plus Administrative types of activities. The activity report allows for brief descriptions of typical tasks performed or targeted audiences with whom PINS are expected to spend their contract hours. This data needs to be recorded on the *PINS Daily Activity Report* and is to be submitted with the *Invoice Cover Sheets* for contract reimbursement.
- b. PINS will need to maintain their own data system for phone calls. PINS do not report a grand total of outgoing calls or in-coming calls since some calls do not necessarily entail consultation or "phone tag" occurs and such data isn't imperative. The total time spent on phone calls per day should be recorded according to one of the 5 types of contracted services (Marketing, PINC, Consultation, etc.) or for Administrative purposes. *Example: # 3 PINC – responded to calls from 2 parents and 1 agency requesting PINC resources –.25 hrs.* Calls that warrant sending a PIN Survey (wherein substantial time is spent providing consultation or locating and sending resources) will require PINS to obtain and record the callers name, affiliation (parent, student, school staffer, community partner), addresses/fax #, or e-mail address. This data will be necessary for reporting the total # of Phone Call Surveys Distributed on page 2 of the Invoice Cover Sheet. PINS also need a system for tracking phone calls for their own purposes in follow up activities **(including adding those to the PIN Master Mail List as appropriate).**
- c. PINS will need to maintain their own data system for e-mails. PINS do not need to keep a grand total of outgoing or incoming e-mails. The total time spent on e-mails is to be recorded according to one of the 5 contract services or under Administrative activities. E-mails that warrant sending a PIN Survey will require PINS to obtain the e-mailer's name and e-mail address. This data will be necessary for reporting the total # of E-mail Surveys Distributed in Section 3. PINS also need a system for tracking e-mails for their own purposes in follow up activities (including adding those to their regional list-serv or PIN Master Mail List as appropriate).
- d. PINS will need to list the type of person (parent, student, teacher, etc.) or affiliation and general nature for substantial assistance provided (*i.e. # 4 Consultation - fielded calls from parents requesting help preparing for IEP meetings - 2 hrs. or # 3 PINC – distributed updated AIMS Accommodations List via list-serv of PALS in my region - .5 hr.*). PIN Clearinghouse is not limited to documents generated by the PINS, but is a venue for distributing pertinent information to targeted audiences.
- e. PINS will need to list the general topic for documents they are drafting or for workshops/conferences being developed (*i.e. # 5 Collaboration -conference call with planners for the 2005 Transition Conference - 1.5 hrs*).

3. Section 3. Invoice Cover Sheet page 2 (see template)

Page 2 of the Invoice Cover Sheet includes data to be used in the *Annual Performance Report* primarily for PINS surveys distributed while providing contract services. Page 2 calls for entering the total number of surveys distributed for that invoice period. At the end of the contract/fiscal year, PINS will compile the data from each Invoice Cover Sheet page they submitted to calculate a year end summary. This summary will yield the % of surveys returned by dividing the total distributed by the PINS by the total number of surveys received by ESS.. Results from surveys will provide a means for determining the percent of satisfied consumers for the *Annual Performance Report*. This new data will be used for PINS annual planning retreat.

Page 2 of the Invoice Cover Sheet also has space for the PIN to enter Highlights from the invoice period and Trend Data on the total number of CDs distributed and the total number of persons who received PINS resources. **This data will replace former data regarding the total number of requests for PINS resources vs. the total number of PINS resources provided.**

This portion of the Invoice replaces the need for a quarterly report and gives data on the 5 primary venues for providing PINS services: 1) trainings/workshops; 2) phone consultation; 3) e-mail T.A.; 4) on-site T.A.; and 5) display booths.

Note: Data reported on Page 2 of the Invoice Cover Sheet will need to be tallied by the contractor and submitted as part of the Status Check for ADE PINS Contract Specifications.

The *Participant Survey for Parent Information Network Training or Workshop* is to be used strictly for distribution for participants who attend: training, workshops, college presentations, or facilitated meetings (It's not to be used for individual consultations).

The *Survey for Parent Information Network Services or Resources Received* is intended for use for all types of consultations and distribution of information other than training, workshops, facilitated meetings, etc. Use of the term "information" collapses various avenues consumers receive information AS WELL AS consultation: 1) consultation; 2) e-mail; 3) phone; 4) on-site visit (i.e. networking meeting); 5) fax; 6) display booth; etc.

- a. PINS need to record all trainings, workshops or facilitated meetings as well as the number of participants on the *PINS Training/Workshop Log* according to participant affiliation (parent, student, school staffer, community partner). The total number of Training/Workshop Surveys Distributed should be the same as the total number reported on the *PIN Training/Workshop Log*. This data needs to be compiled and reported on page 2 of the Invoice Cover Sheet.
- b. PINS need to record the total number of Phone Call Surveys Distributed for calls whenever substantial time is spent providing consultation or following up. This data needs to be compiled and reported on page 2 of the Invoice Cover Sheet.
- c. PINS need to record the total number of E-Mail Surveys Distributed for cases whenever substantial time is spent responding to e-mail requests (either in the response or researching accurate or appropriate resources to match their needs). This data needs to be compiled and reported on page 2 of the Invoice Cover Sheet.
- d. PINS need to record the total number of On-Site Surveys Distributed for cases whenever the PIN Specialist is providing substantial consultation or information. It would be impractical to have to record the recipient's affiliation for some on-site visits or networking opportunities (i.e. at conferences, networking meetings, display booths, PALS regional meetings). This data needs to be compiled and reported on page 2 of the Invoice Cover Sheet.

- e. PINS need to track the total number of PIN Clearinghouse CDs Distributed (**but Not the number of documents on the CD**). This provides trend data as well. This data needs to be compiled and reported on page 2 of the Invoice Cover Sheet.
- f. PINS need to record the total number of Display Booth Surveys Distributed but do not need to tally the type of affiliations of recipients of the surveys. This data needs to be compiled and reported on page 2 of the Invoice Cover Sheet.
- g. Data from Page 2 of the Invoice Cover Sheet will be appended to the existing ADE PINS Status Check on Contract Specifications which will be submitted at the end of the contract year vs. twice during the contract period. This should yield individual performance outcomes data for each of the PINS.

EXHIBIT 7.3



INVOICE #: _____ CONTRACT # _____ INDEX NUMBER: _____

INVOICE DATE _____ from _____ to _____

AMOUNT _____ TOTAL HOURS WORKED _____

BILL TO:	REMIT PAYMENT TO:
Arizona Department of Education Exceptional Student Services 1535 West Jefferson Street, Bin #24 Phoenix, AZ 85007-3209 Attention: Becky Raabe Phone: (928) 679-8106 Fax: (928) 6798124 E-mail: becky.raabe@azed.gov	Name Address City, State, Zip Phone Number E-mail address

Date _____ Project Manager _____ <div style="text-align: right;">Becky Raabe</div>
Date: _____ <div style="text-align: center;">APPROVED TO PAY</div> Program Signature: _____ <div style="text-align: right;">Joanne C. Phillips</div>

Date: _____ <div style="text-align: center;">APPROVED TO PAY</div> Budget Signature: _____ <div style="text-align: right;">Gabriela Nunez</div>

EXHIBIT 7.3

PINS INVOICE Page 2

<input type="checkbox"/> Training/Workshop Surveys	<input type="checkbox"/> Parents	<input type="checkbox"/> School Staff
<input type="checkbox"/> Distributed	<input type="checkbox"/> Students	<input type="checkbox"/> Other

<input type="checkbox"/> Phone Call Surveys	<input type="checkbox"/> Parents	<input type="checkbox"/> School Staff
<input type="checkbox"/> Distributed	<input type="checkbox"/> Students	<input type="checkbox"/> Other

<input type="checkbox"/> E-Mail Surveys	<input type="checkbox"/> Parents	<input type="checkbox"/> School Staff
<input type="checkbox"/> Distributed	<input type="checkbox"/> Students	<input type="checkbox"/> Other

<input type="checkbox"/> On-Site Surveys	<input type="checkbox"/> Display Booth Surveys
<input type="checkbox"/> Distributed	<input type="checkbox"/> Distributed

<input type="checkbox"/> PINS CDs Distributed	<input type="checkbox"/> Persons Receiving Other PINS Resources
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HIGHLIGHTS:

School districts, charter schools, which received substantial technical assistance:

Agencies, organizations, associations, etc. that received substantial technical assistance:

EXHIBIT 7.4

Arizona Department of Education Parent Information Network Specialist Activity Report

Contractor _____ Time Period _____ to _____ Contract # _____

Date	Contracted Service	Description of Work Accomplished	Total Hrs Per Day for Tasks
	1. Marketing	List tasks of a promotional nature for times when you are primarily interacting with others to introduce others to services the PIN has to offer or you are promoting specific PIN related events	
		Calls	
		Site Visits	
		Correspondence (fax/mail/e-mail)	
		PALS Nominations	
		PIN Overviews	
		Displays	
		Travel	
		Other – describe	
	2. Workshops/Public Forums/Facilitated Meetings	Facilitated meetings means formal, non-routine meetings wherein PINS are responsible for substantive planning and serve in a consultative role before, during and after the meeting that generally requires assisting participants in identifying issues and devising action plans to resolve systemic type issues identified (i.e. initial meetings to develop a parent advisory committee).	
		Calls (scheduling, registration, follow up)	
		Correspondence (fax/mail/e-mail)	
		Preparation	
		Presenting	
		Travel	
		Other – describe	
	3. PIN Clearinghouse	Includes print, CDs, web site, and video and IS NOT LIMITED to PINS generated documents <i>A clearinghouse is a venue for distributing in-coming pertinent information out to others after determining it's benefit to the targeted population.</i>	
		Reviewing	
		Revising	
		Distributing (mailing, e-mailing/list-serv, site visits)	
		Drafting	
		Copying (print or CDs)	
		Web Site (PIN or searching and sharing new links)	
		Videos	
		Other - describe	
Date	Contracted Service	Description of Work Accomplished	Total Hrs per Day per Task

EXHIBIT 7.4

	4. Consultation	Consultation is generally provided on a one-to-one basis and may be delivered by phone or on-site visits to help the consumer assess their own needs and assist with exploring options for solutions	
		PALS	
		Parents	
		Schools	
		Agencies/Organizations	
		Students	
		Other PINS	
		Others - describe	
		Traveling	
	5. Collaboration	Collaboration is working with other agencies or groups who have similar goals to mutually benefit the parties involved i.e. to further progress on an initiative or cooperatively host an event or provide co-training with an ESS Program Specialist	
		Conference Planning/PALS or Networking Meetings	
		Other PINS (conference calls, conferences, PINS revisions, PALS meetings, co-training, Blue Pgs)	
		Retreat	
		EAPN Member Organizations	
		ESS Staff (Other than PIN Coordinator)	
		PALS	
		Others -describe	
	6. Administrative	Administrative tasks are those organizational and maintenance activities required or necessary in order to operate efficiently i.e. periodically purging e-mails and documents from the computer	
		Obtaining supplies	
		Filing (computer-based and print-based systems)	
		Reading/Reviewing (FYI e-mails or directives from ADE/ESS, professional development periodicals)	
		Reporting/Data Collection (invoices, workshop summaries, surveys, Contract Status Check, Monitoring input)	
		Computer Management	
		Follow Up on Assignments (from conference calls or tasks not covered under 5 Contract Services)	
		Other - describe	
		Total of Hours Worked This Invoice Period	

EXHIBIT 7.5

Annual Status Check for ADE PINS Contract Specifications

Contractor _____ Date _____ Contract # _____

Reporting Period: Start Date _____ End Date _____

Tasks listed below are directly from the Scope of Work section in your contract. This status check is intended to ensure you complete all contract specifications (expectations) by the end of the contract period. Check "Done" by tasks completed to date, specifying numbers where indicated.

Done

Tasks to be Completed as Specified in Contract Scope of Work

2.A Marketing:

- _____ Developed and used list-serv for updating consumers in region regarding pertinent information.
- _____ Made contacts with disability-related organizations to promote the PIN.
- _____ Networked with parents and community partners to promote the PIN.
- _____ Collaborated with ADE/ESS Program Specialists for assigned region.
- _____ Recruited potential PALS members for own PIN region.

2.B Training and Workshops:

- _____ Provided 30 trainings, presentations, or facilitated meetings per contract period. Specify # provided to date:
_____ trainings _____ presentations _____ facilitated meetings or forums
- _____ Recruited hosts for trainings or presentations.
- _____ Developed and disseminated training or presentation flyers.
- _____ Submitted summary of trainings or presentations.
- _____ Submitted ADE Registration Form for participants that attended trainings, presentations, or facilitated meetings.

2.C Parent Information Network Clearinghouse (PINC):

- _____ Reviewed PINC resources and recommended deletions or additions
- _____ Researched new resources for the PINC.
- _____ Assisted with annual updating of existing PINC documents

2.C Parent Information Network Clearinghouse:

- _____ Assisted PALS members with developing a dissemination plan for sharing PINC resources with parents, staff and service providers.
- _____ Drafted articles for newsletters, journals or the PINC per trends noted.

Contractor _____ **Status Check for ADE PINS Contract Specifications**

EXHIBIT 7.5

Done

Tasks to be Completed as Specified in Contract Scope of Work

2.D Consultation/Technical Assistance:

- ____ Provided consultation and one on-site technical assistance visit to each PALS member.
- ____ Assisted with measuring success of assistance given to PALS members.
- ____ Provided training to PALS members and parents or staff.
- ____ Provided phone, on-site, and e-mail consultation to parents and professionals.
- ____ Provided consultation to ADE staff and task force members representing the parental perspective, including review of ADE generated documents to edit for "Parent-Friendliness".
- ____ Provided input for monitoring of public education agencies regarding usage of PIN services and resources.

2.E Collaboration with Other Contractors:

- ____ Participated in planning and facilitating the annual fall conference with sessions targeted to parents of children with disabilities.
- ____ Actively participated in annual planning retreat to reprioritize objectives for the forthcoming school year and finalize summer tasks.
- ____ Participated in monthly conference calls with other PINS and supervisor and took turns drafting the agenda and taking minutes.
- ____ Participated in state level planning with representatives from Enhancing Arizona's Parent Networks (EAPN) group and posted trainings and Presentations on the EAPN web site calendar.
- ____ Collaborated with other PINS to facilitate statewide PALS meetings.

____ Total Workshop Surveys Distributed	____ Parents ____ Students	____ School Staff ____ Other
____ Phone Call Surveys Distributed	____ Parents ____ Students	____ School Staff ____ Other
____ E-mail Surveys Distributed	____ Parents ____ Students	____ School Staff ____ Other
____ On-Site Surveys Distributed	____ Display Booth Surveys Distributed	
____ PINC CDs Distributed	____ Persons Receiving Other PINC Resources	

END OF SOLICITATION NO. ED06-0026